

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

YURMAN DESIGN, INC. and YURMAN STUDIO, INC.,

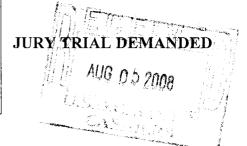
Plaintiffs,

- against -

DEBRA S. HORNTON, d/b/a BLUE KOI DESIGNS and JOHN DOES 1-10,

Defendants.





COMPLAINT

Plaintiffs Yurman Design, Inc. and Yurman Studio, Inc. (collectively referred to as "Yurman" or "Plaintiffs"), by their attorneys, hereby demand a jury trial and allege upon knowledge as to their own acts and upon information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. This is an action for, *inter alia*, trademark infringement, false advertising and unfair competition in violation of the Trademark Act of 1946 ("Lanham Act", 15 U.S.C. § 1051 *et. seq.*), for damages against Debra S. Hornton, d/b/a Blue Koi Designs ("Blue Koi") and John Does 1-10 (collectively, "the Defendants") as well as for injunctive relief; and for related claims of tortious interference with contractual relations, injury to business reputation and dilution and misappropriation under state, statutory and common law.

JURISDICTION AND VENUE

- 2. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1051 et. seg. and 28 U.S.C. §§ 1331 and 1138, as it arises under the Lanham Act, as amended.
- 3. This Court also has jurisdiction pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars (\$75,000.00).
- 4. This Court has jurisdiction over the related state claims for tortious interference with contract and other state and common law claims, pursuant to the doctrine of supplemental jurisdiction, as codified in 28 U.S.C. §1367.
- 5. Jurisdiction over the Defendants comports with the United States

 Constitution and the long-arm statute for the State of New York, Rule 302 of the New York Civil

 Practice Law and Rules because, on information and belief, Defendants regularly transact

 business within this district and have committed the acts complained of within this judicial district.
- 6. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) and (c) because the subject matter in this action has sufficient contacts with this forum.

THE PARTIES

- 7. Plaintiffs Yurman Design, Inc. and Yurman Studio, Inc. are corporations organized and existing under the laws of the State of New York with a principal place of business located at 24 Vestry Street, New York, New York 10013.
- 8. Defendant Debra Horton, d/b/a Blue Koi Designs is, upon information and belief, an individual with a residence located at 11515 Taos Lane, Houston, Texas 77070-2817 and a principal place of business at 11702-B Grant Road, Suite 132, Cypress, Texas 77429.

9. Defendants JOHN DOES 1-10 are, upon information and belief, manufacturers and/or suppliers of the jewelry products at issue.

FACTUAL BACKGROUND

I. The History and Development of Yurman Jewelry Designs

- 10. Yurman is engaged in the design, manufacture, distribution and sale of fine and distinctive jewelry. Under the direction of the Chairman of the Board of Directors, one of America's foremost jewelry designers, Mr. David Yurman, Yurman has flourished and become widely regarded as a leading American jewelry design company. Yurman's jewelry is highly regarded by the public for its distinctive design, exceptional quality, precious stones, unique materials and superior craftsmanship.
- 11. To protect its unique and internationally acclaimed jewelry designs and business proprietary interests, Yurman has sought and received federal trademark registrations for DAVID YURMAN®, THE THOROUGHBRED COLLECTION®, SILVER ICE®, THE CABLE COLLECTION®, THE VENETIAN CABLE COLLECTION®, and THE HAMPTON CABLE COLLECTION®, among others; copyright registrations for its creative and original designs; and utility and design patents for its novel jewelry designs and inventions.
- 12. Yurman is also the owner of numerous federal trademark registrations for its DAVID YURMAN® trademark including Registration Nos. 2,460,107, 2,014,167 and 1,725,487. These registrations have become incontestable under Section 15 of the Lanham Act, 15 U.S.C. §1065.
- 13. Since 1970, Plaintiffs have sold hundreds of millions of dollars of jewelry bearing the DAVID YURMAN® trademark. As a result, the DAVID YURMAN® trademark

has become well known to the consuming public and has become exclusively associated with Plaintiffs' jewelry.

- Yurman spends tens of millions of dollars annually towards the promotion 14. of its jewelry products. Plaintiff's jewelry products are routinely and extensively advertised in national magazines and newspapers such as Vanity Fair, Vogue, W, GQ, Details, Town & Country, Elle, Harper's Bazar, InStyle and The New York Times, and in outdoor billboard advertisements in New York, Law Vegas and Los Angeles. Catalogs featuring jewelry products are mailed seasonally to hundreds of thousands of homes. Jewelry products are displayed publicly at trade shows, and are photographed on celebrities at events and for magazine photo shoots. Editorial has appeared in such national magazines as Elle, Glamour, InStyle, W. Vogue and Harper's Bazaar.
- Protecting the uniqueness of the brand name DAVID YURMAN is 15. integral to preserving the business reputation, integrity and good will that Plaintiffs have cultivated over the years. Plaintiffs' brand name has become nearly synonymous with what has been described as the cable motif, discussed *infra*. Other distinctive features for which Yurman is known are the combined used of gold and sterling silver (traditionally it has been a taboo to combine gold and silver in the same piece), outstanding color and clarity of gemstones and clean, sophisticated lines. In the mind of the savvy consumer, Yurman is associated with these traits.
- 16. Yurman is also widely known for many signature collections including THE VENETIAN CABLE COLLECTION, THE ALBION COLLECTION, THE BUCKLE COLLECTION, THE HEART COLLECTION, THE X COLLECTION, THE LANTANA COLLECTION, THE THOROUGHBRED COLLECTION, THE MOSAIC COLLECTION, THE RENAISSANCE COLLECTION, THE METRO COLLECTION, SILVER ICE, THE

COLOR CLASSICS COLLECTION and THE HAMPTON CABLE COLLECTION. The variety of designs make it possible for a customer to wear an individual piece or to mix and match pieces creating ensembles based on personal taste, style, fashion modes and seasonal colors.

Π. The Fame and Acquired Distinctiveness of David Yurman Jewelry Designs

- Beginning in or about 1982, Yurman began designing, manufacturing, 17. promoting, marketing and selling a line of unique jewelry products that incorporate a cable design, together with other innovative and creative artistic elements. The beautiful, classic and clean look of cable design has been a significant success, bringing global recognition to Plaintiffs' business in the jewelry industry. Yurman has become one of the leaders in jewelry design.
- 18. Since the introduction of its cable design, Yurman has spent enormous amounts of time, resources and effort to cultivate a reputation for producing jewelry of the finest design, materials and craftsmanship. Indeed, in their retrospective overview of American iewelry design, Sotheby's, one of the most prestigious auction houses in the world, identified Plaintiffs' jewelry as "collectable." But even before the cable design, Mr. Yurman had distinguished himself in the jewelry trade by winning the prestigious Cultured Pearl Designer of the Year Award and the InterGold Design Award.
- 19. Yurman jewelry products have become so highly acclaimed and widely known that they consistently attract unsolicited local and national media coverage. For example, in June 2006, www.lifestylemagazine.com recognized David Yurman as "an American jewelry icon." Most recently, in March 2008, Yurman was featured in Women's Wear Daily. Further, in June 2007, Quest magazine noted that Yurman is "one of America's premier luxury jewelry and

timepiece brands." An earlier article in W magazine in October 2005, noted that Yurman's "distinctive look has attracted a network of the best major and specialty stores in the country . . ." In June of 2003, *Quest* described David Yurman as "internationally recognized as America's leading fine jeweler, with retail sales of some \$500 million." In May 1999, an article in Women's Wear Daily commented:"[f]irms like David Yurman . . . are becoming household names"; the Spring/Summer 1996 issue of CHRONOS noted that "David Yurman jewelry is designed to be collected"; the November 1996 issue of Robb Report stated that DAVID YURMAN® collections have an "Internationally recognized look and brand name"; the 1993 issue of Lifestyles recognized that DAVID YURMAN® jewelry is "world-famous" and "distinctive"; the May 11, 1995 issue of *The San Francisco Examiner* wrote that the DAVID YURMAN® cable bracelet is "legendary" and that "the sales of Yurman's jewelry has grown 500 percent in the past eight years" at Neiman Marcus; and the June 24, 1996 issue of *The* Arkansas Democrat Gazette recognized that "Yurman's Cable Collection – strong sensuous pieces made to resemble cable – are immediately recognizable among young and old, rich and not so rich. This collection . . . catapulted Yurman to the forefront of the designer-jewelry movement in the 1980's."

Plaintiff's Authorized Retailer Program III.

- Yurman distributes and sells its high quality jewelry designs through a 20. network of authorized dealers in the United States.
- 21. Each authorized Yurman dealer executes an Authorized Retail Agreement ("ARA") with Yurman that, inter alia, requires the Yurman dealer to maintain and promote the high quality image established by Yurman for DAVID YURMAN® jewelry. Attached hereto as Exhibit 1 is a true and accurate copy of a Yurman ARA. The Yurman dealer must either

participate in Yurman's national advertising campaign or through other means, provided that the dealer obtains Yurman's prior written approval. Id. at para. 4. Further, as explicitly agreed to in each dealer's ARA, the dealer is only permitted to sell from locations authorized in writing by Yurman and maintain certain minimum quantities of inventory so that the consumers can acquire the latest designs or more classical items. <u>Id</u>. at paras. 2, 6.1 and 6.3. Moreover, the dealer must display the jewelry and promotional materials in a manner consistent with the Yurman image and the dealer's salespersons must be properly trained and act in a knowledgeable and professional manner consistent with the Yurman image. Id. at paras. 6.4 and 6.6.

- 22. The ARA expressly prohibits transshipping Yurman jewelry. See Exhibit 1 at para. 6.1. In other words, authorized Yurman dealers are prohibited from selling to any other retailer, regardless of whether the entity is an authorized Yurman retailer. Id.
- 23. Unless as otherwise indicated, the ARA also specifically prohibits the sale of product via electronic media, including the internet or the world wide web. Id. at para. 6.2.
- 24. No unauthorized dealers in the jewelry business have been granted a license by Yurman to use the DAVID YURMAN® trademark in connection with the sale of Yurman jewelry.
- 25. Yurman does not distribute its DAVID YURMAN® jewelry to unauthorized dealers because sales by indiscriminate dealers would damage the quality, integrity, and value of the authorized dealer network and the value of the product perceived by consumers.
- 26. Sales to unauthorized dealers would further have the negative impact and damage of allowing "free riders" to capitalize on the substantial investment and effort expended by Yurman and its authorized dealers in promoting the DAVID YURMAN® trademark.

- 27. Yurman has been vigilant in monitoring for unauthorized transshipments of its products. Upon suspicion of unauthorized transshipment or other trademark violation, Yurman has undertaken to trace the origin of the sale to the unauthorized dealer. Yurman has enforced its contracts and protected its DAVID YURMAN® trademark when unauthorized sales have occurred by taking appropriate action, including but not limited to, the immediate termination of the authorized Yurman dealer found to be in breach of contract
- 28. Through the high quality of its jewelry, its development and management of its network of knowledgeable, well-trained, and responsible authorized dealers, and its substantial investment in promotion of its jewelry, Yurman has developed a tremendous level of goodwill and a reputation for excellence within the jewelry industry and among consumers.

III. Defendants' Wrongful Acts

- 29. Upon information and belief, Blue Koi is the owner and operator of an online jewelry store engaged in the advertising and sale of jewelry products to consumers via the internet on the prominent online market place: eBay. A print out of the Blue Koi virtual store located on eBay is attached hereto as Exhibit 2.
- 30. Without Yurman's authorization, Blue Koi advertises jewelry under the DAVID YURMAN® trademark to consumers on its internet store on eBay. On information and belief, such jewelry is legitimate DAVID YURMAN® jewelry items.
- 31. Upon in formation and belief, Blue Koi advertises to and consummates transactions with consumers nationally, including consumers within the State of New York.
- 32. Upon information and belief, Defendants John Does 1-10 supply Blue Koi Designs with DAVID YURMAN® jewelry.

- 33. Blue Koi is not, and has never been, an authorized dealer of DAVID YURMAN® jewelry.
- 34. Upon information and belief, Blue Koi has obtained DAVID YURMAN® jewelry by inducing and/or subverting one or more authorized Yurman dealers, by improper means, to transship the jewelry, in breach of their ARAs with Yurman.
- Upon information and belief, some of Blue Koi's jewelry products sold on 35. eBay are not genuine DAVID YURMAN® product.
- 36. Upon information and belief, Defendants' aforementioned acts are being done willfully and maliciously and with knowledge of Yurman's ARAs. Defendants' acts are being done for the further purpose of "free riding" on the substantial investment and efforts by Yurman to build consumer goodwill and demand for DAVID YURMAN® jewelry.

COUNT ONE (TRADEMARK INFRINGEMENT)

Blue Koi

- Yurman repeats and re-alleges each and every allegation contained in 37. paragraphs 1 - 36 of this Complaint with the same force and effect as if fully set forth herein.
 - Yurman is the owner of the DAVID YURMAN® trademark. 38.
- 39. Blue Koi has used and is using the DAVID YURMAN® trademark in interstate commerce without Yurman's consent.
- Blue Koi's unauthorized use of the name DAVID YURMAN® has 40. caused, is causing and will continue to cause public confusion as to the source, sponsorship and/or affiliation of Blue Koi with Yurman.

- 41. Accordingly, Blue Koi's unauthorized use of the DAVID YURMAN® trademark constitutes trademark infringement.
- 42. As a direct and proximate result of Blue Koi's willful and unlawful acts of trademark infringement, Yurman has suffered damages.
- 43. Unless Blue Koi is enjoined from continuing the aforementioned illegal acts, Yurman will continue to suffer irreparable harm.

COUNT TWO (FALSE ADVERTISING)

Blue Koi

- 44. Yurman repeats and re-alleges each and every allegation contained in paragraphs 1-43 of this Complaint with the same force and effect as if fully set forth herein.
- 45. Blue Koi has made false and/or misleading statements of fact about the jewelry products it advertises and sells on eBay.
- 46. Blue Koi's false and/or misleading statements have actually or have the tendency to mislead consumers.
- 47. Blue Koi's false and/or misleading statements are material to consumers and are likely to influence their decision to purchase DAVID YURMAN® jewelry.
- 48. Blue Koi has caused these false and/or misleading statements to enter into interstate commerce.
- 49. As a direct and proximate result of Blue Koi's willful and unlawful acts of false advertising, Yurman has suffered damages.
- 50. Unless Blue Koi is enjoined from continuing the aforementioned illegal acts, Yurman will continue to suffer irreparable harm.

COUNT THREE (UNFAIR COMPETITION)

All Defendants

- 51. Yurman repeats and re-alleges each and every allegation contained in paragraphs 1 50 of this Complaint with the same force and effect as if fully set forth herein.
- 52. Through their aforementioned acts, Defendants have competed unfairly with Yurman and have, either directly or indirectly, traded unfairly upon Yurman's goodwill and reputation and continue to do so.
- 53. As a direct and proximate result of Defendants' willful and unlawful acts of unfair competition, Yurman has suffered damages.
- 54. Unless Defendants are enjoined from continuing the aforementioned illegal acts, Yurman will continue to suffer irreparable harm.

COUNT FOUR (TORTIOUS INTERFERENCE WITH CONTRACT)

Blue Koi

- 55. Yurman repeats and re-alleges each and every allegation contained in paragraphs 1 54 of this Complaint with the same force and effect as if fully set forth herein.
- 56. Through the aforementioned acts, Blue Koi has knowingly and tortiously interfered with the valid contractual relationships existing between Yurman and its authorized dealers and has caused them to breach their ARAs with Yurman.
- 57. Blue Koi's aforementioned acts have damaged Yurman irreparably, causing harm to the integrity of the Yurman authorized dealer network, as well as to Yurman's image, reputation, and competitive position in the jewelry business.

- 58. Blue Koi's aforementioned acts have also undermined Yurman's control over the marketing and sale of its jewelry designs and have injured its goodwill with consumers.
- 59. As a direct and proximate result of Blue Koi's willful and unlawful acts of tortious interference with contract, Yurman has suffered damages.
- 60. Unless Blue Koi is enjoined from continuing the aforementioned illegal acts, Yurman will continue to suffer irreparable harm.

COUNT FIVE (VIOLATION OF NEW YORK'S DILUTION LAW)

All Defendants

- 61. Yurman repeats and re-alleges each and every allegation contained in paragraphs 1 60 of this Complaint with the same force and effect as if fully set forth herein.
- 62. Defendants' manufacture, distribution, advertising and/or sale of unauthorized DAVID YURMAN® jewelry has caused and continues to cause injury to Yurman's business reputation and constitutes dilution in violation of the New York General Business Law § 368(d).
- 63. As a direct and proximate result of Defendants' willful and unlawful acts, Yurman has suffered damages.
- 64. Unless Defendants are enjoined from continuing the aforementioned illegal acts, Yurman will suffer irreparable harm.

COUNT SIX (MISAPPROPRIATION)

All Defendants

65. Yurman repeats and re-alleges each and every allegation contained in paragraphs 1 - 64 of this Complaint with the same force and effect as if fully set forth herein.

- 66. Defendants' manufacture, distribution, advertising and/or sale of unauthorized DAVID YURMAN® jewelry constitutes a misappropriation of Plaintiffs' proprietary interest in the DAVID YURMAN® brand name and business and was done in bad faith in violation of New York common law.
- 67. As a direct and proximate result of Defendants' willful and unlawful acts, Yurman has suffered damages.
- 68. Unless Defendants are enjoined from continuing the aforesaid illegal acts, Yurman will continue to suffer irreparable harm.

PRAYER FOR RELIEF

WHEREFORE, Yurman prays for relief as follows:

- (a) permanently enjoining Defendants from the unauthorized sale of DAVID YURMAN® jewelry;
- (b) permanently enjoining Blue Koi from the unauthorized use of the DAVID YURMAN® trademark and for making false statements about the jewelry products sold in its store on eBay;
- (c) awarding Yurman actual damages arising out of Defendants' aforesaid acts and their profits, together with such sum as the Court shall find to be just, in an amount to be determined at trial, together with an amount which is three times the amount found as actual damages
 - (d) awarding Yurman its reasonable attorneys' fees;
- (e) awarding Yurman, on account off the willful and wanton nature of the acts complained of herein, punitive damages;
 - (f) awarding Yurman its reasonable its costs and disbursements herein; and

(g) providing such other and further relief as the Court deems just and proper.

Dated: New York, New York

August 5, 2008

SALANS

Lora A. Moffatt

Alison G. Naidech 620 Fifth Avenue

New York, New York 10020-2457

Tel.: (212) 632-5500 Fax: (212) 632-5555

Attorneys for Plaintiffs

YURMAN DESIGN, INC. and YURMAN STUDIO, INC.

AUTHORIZED RETAILER AGREEMENT

This Agreement is effective on , 2002 by and between Yurman Design Inc. a corporation existing under the laws of the state of New York and Yurman Timepieces Inc., a corporation existing under the laws of the state of Delaware, collectively referred to as ("YDI") and a corporation existing under the laws of (You).

Whereas, YDI is the exclusive owner of DAVID YURMAN, THE CABLE COLLECTION, D.Y. and various other trademarks and logos, copyrights and patents.

Whereas, YDI is the designer and owner of internationally acclaimed luxury jewelry designs.

Whereas, YDI desires to sell the Products (as defined below) to You and You desire to purchase the Products for retail sale only.

In consideration of the foregoing and of the mutual covenants set forth herein, the parties agree as follows:

1. **Definitions**

- 1.1. Authorized Retailer means retailer who has entered into an Authorized Retailer Agreement with YDI to purchase the Products for retail sale only at Designated Location(s) (as defined below), agreed to follow all YDI's policies relating to marketing, promotional and store operation procedures, and acknowledged that maintenance of YDI's reputation and quality image is essential to the Authorized Retailer's relationship with YDI.
- 1.2. Products include all YDI's products, including but not limited to jewelry and watches sold or consigned to Authorized Retailers for retail sale only. All Products purchased hereunder shall be available only for retail sale to customers at the Designated Location(s) and shall not be purchased for shipment or transfer to any other location(s) or any retailer, dealer or distributor regardless of whether such retailer, dealer or distributor is or is not an Authorized Retailer.
- 1.3. Designated Location(s) means the store(s) identified by You and accepted by YDI as the only store(s) that will sell YDI's Products for retail sale only and in accordance with the terms and conditions of this Agreement.
- 1.4 National Advertising Program is the nationwide co-op advertising program created and maintained by "YDI", providing promotional and marketing support to Authorized Retailers.
- 1.5 Advertising Guidelines means those guidelines described in paragraph 21,

"Schedule `A', herein.

2. **Appointment and Location(s)**

YDI hereby appoints and You hereby accept appointment as an Authorized Retailer of the Products only from the Designated Location(s) identified on the annexed Schedule B.

3. Term/Renewal/Termination

The term of this Agreement is one year from the effective date or sooner terminated for any reason(s) with 30 days advance notice from YDI.

This Agreement may be renewed for another one-year term unless notice is given thirty (30) days prior to the term date by either YDI or the Authorized Retailer.

Any violation of any term or condition of this Agreement may result in immediate termination without advance notice.

Any violation of state or federal law may result in termination without notice.

Upon the expiration or termination of this Agreement, You shall immediately cease all advertisement and promotion of the Products and return all YDI's material consigned to You including, but not limited to, the style book, promotional materials, case signs and displays within seven (7) days of YDI's (written or oral) notice to You of non-renewal and/or termination.

4. Advertising and Promotion

You may choose to participate in YDI National Advertising Program, but you must adhere to YDI's Advertising Guidelines. You further agree that You will not advertise or promote any Product without written approval from YDI. You also agree that You will not advertise or promote the Product on the Internet or otherwise without prior written approval from YDI. You will not promote or list your website address on any advertisements that promote any YDI Product.

5. **Intellectual Property**

You acknowledge that YDI's trademarks, designs, copyrights and patents (collectively, "Intellectual Property") are very valuable Intellectual Property of YDI.

All uses of YDI's trade name and other logos and trademarks (collectively, the "Marks") shall inure to YDI's benefit. You acknowledge that YDI is the exclusive owner of all of the Marks and of any trademark incorporating all or any part of any Mark and the trademark rights created by such uses.

You agree not to register or use any Mark or any trademark incorporating all or any part of any Marks on any business sign, business cards, stationery or forms (except as permitted herein) or to use any Marks as the name of your business or any division thereof; unless otherwise agreed by YDI in writing.

You agree not to reproduce or duplicate any of YDI's style books, promotional materials or other YDI documents without written consent from YDI.

You agree not to use the Marks or any other material the copyright to which is owned by YDI in any way other than as herein authorized. In addition to any other remedy YDI may have, You agree that the profits from any use thereof in connection with products other than YDI Products, and all profits from the use of any other copyrighted material of YDI without written authorization from YDI, shall be payable to YDI.

We request that you give YDI prompt written notice of any unauthorized use by third parties of YDI's Intellectual Property. You may not, without written consent from YDI bring or cause to be brought against any third party any criminal prosecution, civil action or administrative proceeding for infringement, interference with or violation of any rights to YDI's Intellectual Property. You agree to cooperate with YDI, and, if necessary, to be named by YDI as a cocomplainant, in any action against an infringer of YDI's Intellectual Property. You agree to pay to YDI all or any part of damages or other monetary relief recovered by You in such action other than for reasonable expenses incurred at YDI's request.

6. **Obligation of Authorized Retailer**

You acknowledge that maintenance of YDI's high reputation, luxury identity and quality image is essential to your relationship with YDI. Accordingly, You agree as follows:

6.1 No Transshipment. You shall sell the Products only at the Designated Location(s). You shall not transship, divert or transfer in any other way any Products from the Designated Location(s). You shall not transship, divert or transfer any Products to any retailer regardless whether the retailer is an Authorized Retailer. You agree to pay to YDI all legal fees, cost, and damages arising from your violation of this provision. You agree that any such activity will cause YDI immediate and irreparable harm that

- You agree the appropriate remedy for such acts include a preliminary and permanent injunction against You for any such further acts.
- 6.2 Electronic media. Sales via electronic media i.e. the internet, or worldwide web are not permitted, although listing our name in context of information as to brands you may carry may be permitted.
- 6.3 Inventory. At all times during the term of this agreement, You shall maintain the minimum quantities of the Products as jointly agreed to with YDI. You shall submit periodic inventory reports, and/or allow YDI personnel to take inventory of the Products at the Designated Location(s). You shall establish seasonal and yearly sales goals and with the appropriate YDI sales associate. You shall submit periodic sales reports of the Product to YDI.
 - (a) Minimum quantities of the Products and a representative selection of the Products shall include, but not be limited to at least ten percent (10%) Gold, and three percent (3%) Men's Collection, and 11 units of \$15,000 Cable Watches.
 - (b) Authorized Thoroughbred Watch doors are required to maintain a minimum assortment of \$50,000 in Thoroughbred Watches per door.
- 6.4 Display. The display of the Products and promotional materials in the Designated Location(s) shall be subject to YDI's prior approval and must be displayed in a manner consistent with the Yurman image. You must refrain from selling or displaying product that infringes on our copyright or trademark.
- 6.5 Servicing. During the warranty period for any Product and thereafter, You shall promptly ship to YDI for repair any Product returned to You for servicing.
- 6.6 Sales Associates. You shall ensure that your sales associates act in a knowledgeable and professional manner, consistent with the YDI image
- 6.7 Packaging. You shall ensure that each Product sold by You shall contain the same packaging as is received by You from YDI. Such packaging shall include, without limitation, the pouch or other packaging provided, and the YDI Warranty and/or Certificate of Authenticity, as appropriate.

7. **Termination of Agreement**

You agree that You will distribute and sell the Products in accordance with YDI's store operation procedures that are set forth above. In the event that YDI determines that You are not abiding by the Store operation procedures, YDI may

terminate this Agreement. In such event, You shall immediately cease selling any products and immediately cease all advertisement and promotion of the Products and return all YDI's material consigned to You including, but not limited to, the style book, promotional materials, case signs and displays within seven (7) days of YDI's written notice to You of termination. In the event that You keep any of YDI's advertising, marketing and promotional materials or any material consigned to You, You shall pay all legal fees, costs and damages incurred by YDI in its efforts to obtain such materials from You.

If You have any unsold Products in inventory upon termination, You must provide YDI with a full statement of the kinds and numbers of such unsold Products and thereupon, with YDI's permission and only if such statement has been provided to YDI, You shall have the right, for a limited period of ninety (90) days from termination, to sell such products or, in the option of YDI, resell the products to YDI at the amount You originally paid (not including any packaging, shipping and insurance costs) less a restocking fee of ten percent (10%) of such cost. Except as otherwise agreed by You and YDI in writing, any inventory of Products in your possession or control after termination and after any sell-off period shall be destroyed, or sold back to YDI at your cost, as above, less 10%.

Purchase Order 8.

You agree to purchase from YDI a mutually agreed upon minimum amount, and to maintain a minimum agreed to stock level at wholesale price of the Products for the term of this Agreement.

- (a) Minimum quantities of the Products and a representative selection of the Products shall include, but not be limited to at least twelve percent (12%) Gold, and three percent (3%) Men's Collection, and 11 units or \$15,000 of Cable Watches.
- (b) Authorized Thoroughbred Watch doors are required to maintain a minimum assortment of \$50,000 in Thoroughbred Watches per door.

You agree that all purchase orders in YDI are solely for retail sale of the Products at the Designated Location(s). Any attempt to obtain any Product for another retailer or a dealer is a direct violation of this Agreement. You shall pay to YDI for all legal fees, costs and damages arising from such violation.

In order to obtain Product; You must either submit to YDI a written purchase order or submit an order by telephone to YDI. All orders for watches must be written on separate Purchase Orders from the jewelry business.

YDI shall use all reasonable efforts to fulfill your order as soon as possible following receipt (either by telephone or in writing), provided that the ordered products are in stock and your account is not in default. If You wish to cancel the

subject purchase order without charge, You must notify YDI within ten (10) days of submitting the purchase order. If you cancel a Purchase Order in full or in part, beyond the ten (10) day grace period You will be charged the equivalent of five percent (5%) of the canceled amount. However, this charge does not apply to cancellations of orders that YDI and/or YTI have not delivered on or before the mutually agreed cancel date. YDI is not obligated to accept return of Products.

9. **Price**

As payment for the Products, You shall pay to YDI the prices as set forth in the current source book, wholesale price list and as invoiced, which documentation will be sent to you under separate cover. The wholesale and suggested retail prices may change from time to time. YDI shall notify You in advance in writing of any such changes.

(a) There will be an additional twenty five dollar (\$25.00) charge per Special Order piece and an additional twenty five dollar (\$25.00) charge for orders less than five (5) units, or \$1,500, whichever is less. Watches and watch accessories are excluded from this charge.

10. **Payment Terms**

Payment terms shall be net thirty (30) days from date of receipt of goods, except for trunk shows, which shall be paid within ten (10) days from the invoice date. YDI shall invoice You on the date of shipment. If payment is not made when due, You shall pay interest at 1.5 % per month on the outstanding balance of such invoice until it is paid in full. All packing, shipping and insurance costs shall be borne by You and shall be included in the amount invoiced to You. All Products shall be shipped FOB New York and risk of loss shall be transferred to You on delivery to your receiving area or facility. YDI may make partial shipments.

11. **Returns**

You shall inspect all Products immediately upon receipt. You shall inform YDI in within seven (7) days following receipt of any non-conforming products. If You desire to return such non-conforming products, You shall so indicate in your notice to YDI and YDI shall issue to You a numbered return authorization sticker and YDI shall ship replacement products, if available. YDI management must pre-approve all returns in writing. YDI will not accept returns without a **return authorization sticker.** All shipping costs incurred in connection with return and replacement of non-conforming products shall be borne by YDI. All unauthorized returns will be sent back to the sender at sender's cost.

- (a) Discretionary returns or returns that consist of aged or seasonal merchandise are limited to a maximum of three percent (3%) of Your prior year's purchases.
- (b) No more than twenty five percent (25%) of any single style may be returned.
- (c) There will be a minimum restocking charge of five percent (5%) for any discretionary returns authorized by YDI, and an additional charge of at least five (5%) may apply to returns of aged inventory.
- (d) YDI management must approve all returns.

12. Warranty

YDI HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Indemnification**

You shall indemnify YDI during and after the term of this Agreement against all claims, liabilities (including settlements entered into in good faith with your consent, not to be unreasonably withheld) and expenses (including reasonable attorneys' fees) arising out of your activities hereunder or breach of any covenants or agreements set forth herein, or your failure to comply with applicable laws, regulations and standards. The parties indemnified hereunder shall include YDI, any parent company, subsidiary or affiliate of YDI, and their officers, directors, employees and agents.

14. Choice of Law

This agreement shall be deemed to be entered into in New York City and shall be governed and interpreted according to the laws of the State of New York. You agree that all disputes between the parties hereto are to be resolved in the United States District Court for the Southern District of New York. If such a claim cannot be brought there for subject matter jurisdiction reasons, You agree to be subject to the state court of the State of New York in the City of New York. You agree to waive any and all issues relating to personal jurisdiction and venue and be subject to this jurisdiction of the Courts as above indicated.

15. Severability

If any part, term or provision of this Agreement shall be invalid or unenforceable, the validity or enforceability of the remaining parts, terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular invalid or unenforceable part, term or provision.

16. Mutuality of Language Chosen

The parties agree that the 1 anguage chosen for this Agreement has been mutually drafted and that any ambiguity in such language will not be used against either party as the alleged drafter of such language.

17. Headings Have No Legal Significance

All headings in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of this Agreement and have no legal significance.

18. **Confidentiality**

The parties agree to keep this agreement confidential between the parties, and that the information contained herewith not be disseminated to third parties.

19. Complete Agreement/No Assignment

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements between the parties This Agreement may not be amended or modified orally, but only in writing and signed by each of the parties hereto. This Agreement shall not be assigned by You without YDI's written consent. Any assignment of this Agreement by You shall render this Agreement null and void.

20. Survival of Rights

The representations, warranties, covenants and agreements made herein shall survive the execution of this Agreement. Termination of this Agreement, for any reason by YDI, shall not release You from any liability which at the time of termination had already accrued or which thereafter may accrue in respect to any act or omission prior thereto.

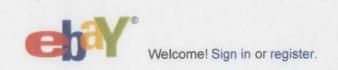
21. Schedule "A" Cooperative Advertising

(a) Cooperative Advertising ("Co-op") will only be earned if You purchase over \$150,000.00 per year.

- (b) Jewelry Co-op. Co-op will be four percent (4%) of the prior year's jewelry purchases. Co-op for jewelry purchases will be allocated three percent (3%) for advertising and one percent (1%) for visual. YDI will pay fifty percent (50%) of the four percent (4%) and You will pay fifty percent of the four percent (4%). Advertising and visual will be measured separately.
- (c) <u>Watch Co-op.</u> Co-op will be five percent (5%) of the prior year's Watch purchases. YTI will pay seventy five percent (75%) of the five percent (5%) and You will pay twenty five percent (25%) of the five percent (5%).
- (d) YDI will review your purchases on a quarterly basis. If You are not maintaining the level of Your prior year's purchases, YDI and YTI reserve the right to decrease their Co-op allocation during the current year.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Dated:		
	Yurman Design Inc.	
Dated:		
	Authorized Retailer	_



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yurman

in titles & descriptions

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130 items found for yurman in All Categories List View | Picture Gallery

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View: All Items | Auction only | Buy It Now only | On Sale only

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- Earrings (31)
- Enhancers (26)
- Necklaces & Chains (13)
- = Rings (18)
- Yurman for Men (2)

Bracelets (40)

Earrings (30)

Necklaces & Chains (13)

Rings (20)

Pendants/Enhancers (24)

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General Interest



Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,950.00 **Buy# Now*
Time Left: 9d 06h 42m

Case 1:08-cv-06960-LAP



DAVID YURMAN 14MM GOLDEN CITRINE & DIAMOND EARRINGS

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,449.00 FBuy It Now



PAVID YURMAN ALL 18k Logo Bracelet - \$1670 Free Gift Wrap - Blue Koi Designs, Always Authentic \$975.00 Buy thou



DAVID YURMAN Signature Oval Chalcedony Diamond Earrings

Free Gift Wrap from Blue Koi Designs-Always Authentic \$1,175.00 **Buy#Now**



DAVID YURMAN 14mm Honey Citrine & Diamond Earrings

Free Gift Wrap from Blue Koi Designs-Always Authentic \$1,449.00 #Buy# Now



DAVID YURMAN Large! Chalcedony & Diamond Enhancer-\$2650

\$2650 Retail - BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$1,650.00 - Buyli Now



DAVID YURMAN Amethyst & Diamond Pave Shrimp Earrings

Free Gift Wrap from Blue Koi Designs - Always Authentic \$799.00 #Buy# Now



DAVID YURMAN 7MM BLACK ONYX DIAMOND CUFF BRACELET

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$849.00 - Buy It Now



DAVID YURMAN ELONGATED SMOKEY QUARTZ
DIAMOND ENHANCER

Free Gift Wrap from Blue Koi Designs - Always Authentic \$999.00 #Buylf Now



DAVID YURMAN 10mm Lemon Citrine Diamond Bracelet-\$2150

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$1,349.00 - Buy It Now

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DAVID YURMAN 6mm WHEAT CHAIN BRACELET, 8" 🔑

Free Gift Wrap from Blue Koi Designs - Always Authentic \$315.00 = Buy # Now

Case 1:08-cv-06960-LAP



DAVID YURMAN 15mm PRASIOLITE/SAGE DIAMOND RING, SZ 6.25

Free Gift Wrap from Blue Koi Designs - Always Authentic \$859.00 = Buy it Now



DAVID YURMAN CROSSOVER Earrings - Medium P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$325.00 - Buy & Now



DAVID YURMAN 14mm Amethyst & Diamond Ring, S 7.25

P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 - Buy # Now



DAVID YURMAN 6mm WHEAT CHAIN NECKLACE, 18"

Free Gift Wrap from Blue Koi Designs - Always Authentic \$429.00 = Buy K Now



DAVID YURMAN 14mm OLIVE CITRINE DIAMOND ENHANCER

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 = Buy# Now



DAVID YURMAN Crossover Earrings - Extra Large

Free Gift Wrap from Blue Koi Designs - Always Authentic \$449.00 = Buy It Now



DAVID YURMAN 7MM SMOKY QUARTZ & DIAMOND CUFF BRACELET

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 FBuylt Now

DAVID YURMAN 11mm Lemon Citrine & Diamond Enhancer

Free Gift Wrap from Blue Koi Designs - Always Authentic \$575.00 **Buyli Now**

DAVID YURMAN ELONGATED SMOKEY QUARTZ DIAMOND ENHANCER

Free Gift Wrap from Blue Koi Designs-Always Authentic \$999.00 FBuy! Now







DAVID YURMAN 6mm WHEAT CHAIN BRACELET, 8.5"

Free Gift Wrap from Blue Koi Designs - Always Authentic \$325.00 = Buylt Now



DAVID YURMAN 14mm Prasiolite Sage & Diamond Earrings P
Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,449.00 = Buy it Now



DAVID YURMAN BABY BOX CHAIN 18" Free Gift Wrap from Blue Koi Designs - Always Authentic \$85.00 ** Buy it Now*



DAVID YURMAN LARGE Oval Onyx & Diamond Earrings-\$2650

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,650.00 Buy it Now or Best Offer





DAVID YURMAN 14mm Prasiolite Sage & Diamond Earrings

Free Gift Wrap from Blue Koi Designs-Always Authentic \$1,499.00 = Buy!! Now



DAVID YURMAN 7mm Lemon Citrine & Diamond Bracelet

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 **Buylt Now**



DAVID YURMAN 5mm Single X Cuff Bracelet Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$269.00 FBuy It Now



DAVID YURMAN Elongated Diamond Pave Enhancer -\$2750 ₽ Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$1,549.00 = Buy It Now



DAVID YURMAN 7MM LEMON CITRINE DIAMOND CUFF BRACELET P Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 = Buy It Now

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in titles & descriptions

Search

130 items found for yurman in All Categories

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Item Title

View: All Items | Auction only | Buy It Now only | On Sale only

Sort by: Time: ending soonest

Matching Categories

Store home David Yurman (132)

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- Earrings (31)
- Enhancers (26)
- Necklaces & Chains (13)
- = Rings (18)
- Yurman for Men (2)

Bracelets (40)

Earrings (30)

Necklaces & Chains (13)

Rings (20)

Pendants/Enhancers (24)

Hide All Subcategories

See all items in the store

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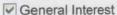
- Hide Gallery View
- View ending times (Ends PDT)

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DAVID YURMAN 18K Signature MADEIRA CITRINE Ring -\$3375

Newest Collection! BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$1,899.00 = Buy It Now



DAVID YURMAN 7MM GOLDEN CITRINE DIAMOND CUFF BRACELET P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 = Buy It Now



DAVID YURMAN 14MM AMETHYST & DIAMOND ALBION EARRINGS P

Free Gift Wrap from Blue Koi Designs-Always Authentic \$1,449.00 = Buy It Now



DAVID YURMAN Amethyst & Diamond Linked Dangle Earrings P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$649.00 = Buy It Now



DAVID YURMAN 7mm Thoroughbred Buckle Bracelet P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$499.99 FBUVIT NOW



DAVID YURMAN 3.6mm Box Chain - 18" P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$160.00 = Buy It Now



DAVID YURMAN 2.7mm Box Chain, 16" P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$130.00 = Buy It Now



DAVID YURMAN 2.7mm Box Chain, 18" P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$140.00 = Buy It Now



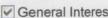
DAVID YURMAN 7mm Prasiolite/Sage Diamond Bracelet-\$1550

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 FBuy It Now



DAVID YURMAN 2.7mm Box Chain, 20"

Free Gift Wrap from Blue Koi Designs - Always Authentic \$160.00 = Buy It Now



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yurman

in titles & descriptions

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eBay Store: Search results for Blue Koi Designs.

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- Earrings (31)
- Enhancers (26)
- Necklaces & Chains (13)
- *Rings (18)
- Yurman for Men (2)

Bracelets (40)

Earrings (30)

Necklaces & Chains (13)

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DAVID YURMAN 18K/Sterling Figaro Heart Necklace

Free Gift Wrap from Blue Koi Designs - Always Authentic \$425.00 = Buy It Now

Time Left: 3d 19h 08m



DAVID YURMAN 18K/Sterling Figaro 5-Heart Bracelet BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$499.00 FBuy It Now

Mark DAVID YURMAN 10mm Lemon Citrine Cable Bracelet

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$799.00 = Buy It Now Time Left: 4d 06h 28m



DAVID YURMAN Petite Smoky Quartz & Diamond Ring, Sz

\$625 Retail, Free Gift Wrap from Blue Koi Designs \$399.00 = Buy It Now Time Left: 4d 22h 38m



DAVID YURMAN 14mm London Blue Topaz & Diamond

Earrings P

Retail \$2300, Blue Koi Designs-Always Authentic \$1,499.00 = Buy It Now



DAVID YURMAN Citrine Sculpted Shrimp Earrings

Free Gift Wrap from Blue Koi Designs - Always Authentic \$499.00 = Buy # Now



DAVID YURMAN 14mm Madeira Citrine & Diamond

Enhancer P

Gift wrap/pouch-Blue Koi Designs-Always Authentic \$849.00 **Buy!! Now



DAVID YURMAN Double Wheat Diamond Donut Logo

Necklace P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$925.00 = Buy It Now Time Left: 6d 03h 25m



DAVID YURMAN 20mm SWISS BLUE TOPAZ & DIAMOND ENHANCER P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,225.00 = Buy It Now Time Left: 6d 03h 25m



DAVID YURMAN 10mm Blue Topaz Cable Cuff Bracelet

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$799.00 = Buy It Now Time Left: 6d 03h 25m

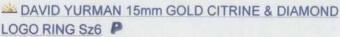
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Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 FBuy If Now
Time Left: 6d 05h 38m



Mark DAVID YURMAN Onyx Sculpted Shrimp Earrings

Free Gift Wrap from Blue Koi Designs - Always Authentic \$499.00 #Buylt Now
Time Left: 6d 05h 48m



DAVID YURMAN 11mm Diamond Pave Albion Earrings

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,875.00 ** Buy It Now*
Time Left: 6d 05h 48m



MAN 15mm AMETHYST DIAMOND LOGO

RING Sz 6 P
Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 = Buylt Now
Time Left: 6d 06h 02m



Marcelet

Marce

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,100.00 FBuy It Now
Time Left: 6d 06h 22m



A DAVID YURMAN 20MM AMETHYST & DIAMOND

ENHANCER P
Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,325.00 = Buy it Now

Time Left: 6d 06h 32m



DAVID YURMAN 6mm Wheat Chain Bracelet, 7.5"

Free Gift Wrap from Blue Koi Designs - Always Authentic \$299.00 = Buy from
Time Left: 6d 06h 48m



DAVID YURMAN Petite Garnet & Diamond Earrings P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$799.00 - Buylt Now



DAVID YURMAN 6mm WHEAT CHAIN NECKLACE, 20"

Free Gift Wrap from Blue Koi Designs - Always Authentic \$449.00 FBuy | Now
Time Left: 7d 22h 38m



DAVID YURMAN 6mm WHEAT CHAIN NECKLACE, 16"

Free Gift Wrap from Blue Koi Designs - Always Authentic \$399.00 FBuy t Now
Time Left: 7d 22h 39m



DAVID YURMAN Largest 18k Diamond Albion Enhancer-\$4825

\$4825 List; BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$3,375.00 Buy H Now or Best Offer



Mark David Yurman 7mm 18K! Lemon Citrine Diamond

Bracelet P

\$2100 Retail - Hard to Find! Blue Koi Designs \$1,399.00 FBuy! Now Time Left: 9d 05h 43m



DAVID YURMAN Elongated Diamond Pave Enhancer -

\$3300 ₽

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$1,950.00 FBuy h Korr or Best Offer
Time Left: 9d 05h 49m



DAVID YURMAN Half Moon Hematite/Agate Enhancer

P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$949.00 **Fuy!t **Now**
Time Left: 9d 05h 52m



Mark DAVID YURMAN Elongated Blue Topaz & Diamond

Enhancer P

Free Gift Wrap from Blue Koi Designs-Always Authentic \$1,100.00 FBuyft Now
Time Left: 9d 05h 58m



MOTHER OF PEARL MOP

DIAMOND EARRINGS P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,449.00 **Buylt Now**
Time Left: 9d 06h 08m



Marge 18mm Cerise Onyx & Diamond

Enhancer P

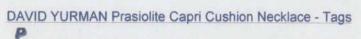
\$1950 Retail, Blue Koi Designs-Always Authentic \$950.00 **Buylt Now** Time Left: 9d 06h 12m



Mark David Yurman 5-Row Onyx & Diamond Confetti

Bracelet P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,599.00 **Buy k Kow or Best Offer Time Left: 9d 06h 18m



Free Gift Wrap from Blue Koi Designs - Always Authentic \$425.00 = Buy It Now



Mark David Yurman 11mm Amethyst & Diamond Earrings

- NW Tags P

\$1500 Retail, Blue Koi Designs-Always Authentic \$1,100.00 FBuylt Now Time Left: 9d 06h 38m





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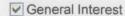
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Free Gift Wrap from Blue Koi Designs - Always Authentic \$599.00 #Buy It Now
Time Left: 2d 09h 18m

Case 1:08-cv-06960-LAP



DAVID YURMAN 14MM MIDNIGHT BLACK ONYX DIAMOND EARRINGS

Gift wrap/pouch-Blue Koi Designs-Always Authentic \$1,349.00 FBuy It Now



DAVID YURMAN BLUE TOPAZ DIAMOND CONFETTI BRACELET \$2400

Gift wrap/pouch-Blue Koi Designs-Always Authentic \$1,349.00 ** Buy # Now



DAVID YURMAN 6mm WHEAT CHAIN NECKLACE, 18"

P

Gift wrap/pouch-Blue Koi Designs-Always Authentic \$429.00 = Buy It Now



DAVID YURMAN 10mm Peach Moonstone Diamond Bracelet-2150

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$1,225.00 *** Buy if Now Time Left: 2d 09h 38m



David Yurman LARGE Cerise Onyx & Diamond Ring Sz 5.75

\$1950 Retail, Blue Koi Designs-Always Authentic \$950.00 **Buylt Now** Time Left: 2d 09h 48m



DAVID YURMAN Wide Thoroughbred Carved Bracelet - \$1300 P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$599.00 **Buylt Now**
Time Left: 2d 09h 58m



DAVID YURMAN 14mm GOLDEN CITRINE & DIAMOND

ENHANCER P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$799.00 **Buy# Now** Time Left: 2d 10h 08m



DAVID YURMAN 14MM SMOKY QUARTZ DIAMOND ALBION ENHANCER



DAVID YURMAN 14mm Madeira Citrine & Diamond

Enhancer P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$799.00 FBuy! Now
Time Left: 2d 10h 28m

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DAVID YURMAN Pearl & Diamond Hoop/Dangle Earrings

P

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DAVID YURMAN 7mm Prasiolite/Sage Diamond Bracelet-\$1550



DAVID YURMAN 10mm Prasiolite/Sage Diamond Bracelet-2150

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DAVID YURMAN 10mm Smoky Quartz & Diamond Bracelet-2150

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DAVID YURMAN DIAMOND PAVE BUCKLE RING, Sz 6

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DAVID YURMAN 15mm SWISS BLUE TOPAZ & DIAMOND RING, 5.75

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DAVID YURMAN 11MM 18K/STERLING AMETHYST ALBION EARRINGS

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DAVID YURMAN 14mm Lemon Citrine & Diamond Ring,

Sz 5 P

Case 1:08-cv-06960-LAP

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DAVID YURMAN 11mm AMETHYST & DIAMOND ENHANCER

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DAVID YURMAN Blue Topaz & Diamond Pave Shrimp Earrings

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DAVID YURMAN 18k/Sterling Amethyst Logo Dangle

Earrings P

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DAVID YURMAN Onyx & Diamond Precious Bead Earrings

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DAVID YURMAN 20MM BLACK ONYX & DIAMOND ALBION ENHANCER

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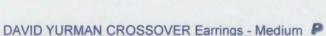
DAVID YURMAN 10mm Hermatite & Diamond Bracelet - \$2150 P

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$1,225.00 ** Buy it Now*
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DAVID YURMAN 10mm Blue Topaz & Diamond Bracelet-2250

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DAVID YURMAN 7mm Black Onyx & Diamond Cuff

Bracelet P

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Wearable art that lasts a lifetime

We specialize in fine jewelry from the newest DAVID YURMAN Signature & Confetti Collections to classic Albion & Silver Ice. Other featured designers include JOHN HARDY, ROBERTO COIN, and TIFFANY & Co, among others, along with Estate offerings & Custom Designs.

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yurman

Search

in titles & descriptions

130 items found for yurman in All Categories

List View | Picture Gallery

Item Title

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Sort by: Time: ending soonest

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- Enhancers (26)
- Necklaces & Chains (13)
- = Rings (18)
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Bracelets (40)

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Necklaces & Chains (13)

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Display

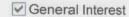
- Hide Gallery View
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DAVID YURMAN 18K/SS Shrimp Metro Diamond Earrings-\$2290 P

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Time Left: 1d 07h 05m



DAVID YURMAN Elongated Blue Topaz & Diamond

Enhancer P

Free Gift Wrap from Blue Koi Designs-Always Authentic \$899.00 #Buy If Now

Time Left: 1d 07h 07m



DAVID YURMAN LARGE Smoky Quartz/Diamond

Enhancer- \$2400 P

Free Gift Wrap from Blue Koi Designs - Always Authentic

\$1,499.00 Buylt Now or Best Offer Time Left: 1d 07h 11m



David Yurman Split Shank Cerise Citrine & Diamond Ring

P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$1,299.00 - Buy It Now

Time Left: 1d 07h 14m



DAVID YURMAN Rose Quartz Leonardo Ring - \$1650 P

Free Gift Wrap from Blue Koi Designs - Always Authentic \$949.00 - Buy # Now

Time Left: 1d 07h 16m



DAVID YURMAN Oval Black Onyx & Diamond Ring, Sz

6.75 P

Free Gift Wrap from Blue Koi Designs - Always Authentic

\$999.00 = Buy It Now

Time Left: 1d 07h 17m



DAVID YURMAN Citrine Leonardo Ring - \$1650 P

Free Gift Wrap from Blue Koi Designs - Always Authentic

\$949.00 ****Buylt Now**Time Left: 1d 07h 19m

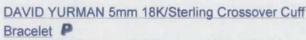


DAVID YURMAN 14mm GOLDEN CITRINE & DIAMOND

ENHANCER P

Gift wrap/pouch-Blue Koi Designs-Always Authentic

\$849.00 = Buy It Now



Free Gift Wrap from Blue Koi Designs - Always Authentic \$375.00 **Buy# Now**

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DAVID YURMAN 15mm LAVENDER AMETHYST DIAMOND RING Sz5.5

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DAVID YURMAN 20mm Madeira Citrine & Diamond Enhancer P
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Pree Gift Wrap from Blue Koi Designs - Always Authentic \$379.00 **Buylt Now** Time Left: 2d 06h 07m



DAVID YURMAN Crossover Earrings - Extra Large Free Gift Wrap from Blue Koi Designs - Always Authentic \$415.00 Fluyt Now
Time Left: 2d 06h 34m







Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 **Buylt Now**
Time Left: 2d 06h 43m

DAVID YURMAN 14mm Amethyst & Diamond Ring, Sz 5





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Time Left: 2d 07h 03m

DAVID YURMAN 7mm Citrine & Diamond Cuff Bracelet



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DAVID YURMAN 11mm Blue Topaz & Diamond Enhancer

Free Gift Wrap from Blue Koi Designs - Always Authentic \$575.00 **Buylt Now**
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DAVID YURMAN 14mm Smoky Quartz & Diamond Ring, Sz 6

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 = Buylt Now
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DAVID YURMAN 10mm Amethyst 14k/Sterling Cable Bracelet

Free Gift Wrap from BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$799.00 **Buylt Now**
Time Left: 2d 07h 33m



DAVID YURMAN 18K/Sterling Figaro 5-Heart Bracelet

BLUE KOI DESIGNS - ALWAYS AUTHENTIC \$499.00 **Buylt Now** Time Left: 2d 07h 43m



DAVID YURMAN 7mm PRASIOLITE/SAGE DIAMOND BRACELET-\$1550

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 **Buy!t Now*,
Time Left: 2d 07h 53m



DAVID YURMAN 7MM LEMON CITRINE DIAMOND CUFF BRACELET

Free Gift Wrap from Blue Koi Designs - Always Authentic \$849.00 **Buylt Now**
Time Left: 2d 08h 03m



DAVID YURMAN 6mm WHEAT CHAIN BRACELET, 8.5"

Free Gift Wrap from Blue Koi Designs - Always Authentic \$325.00 **Buy!t Now**
Time Left: 2d 08h 23m



DAVID YURMAN 7mm White Agate & Diamond Cuff

Free Gift Wrap Blue Koi Designs - Always Authentic \$849.00 FBuy t Now Time Left: 2d 08h 33m

Bracelet P



DAVID YURMAN 7mm Thoroughbred Buckle Bracelet \$549.00 \(\begin{align*} \textit{Flow} \)

Time Left: 2d 08h 53m

DAVID YURMAN 14MM SMOKY QUARTZ DIAMOND ALBION ENHANCER

Gift wrap/pouch-Blue Koi Designs-Always Authentic \$849.00 FBuylt Now





DAVID YURMAN 14mm LEMON CITRINE DIAMOND ENHANCER P Gift wrap/pouch-Blue Koi Designs-Always Authentic \$849.00 = Buy It Now



DAVID YURMAN Amethyst & Diamond Linked Dangle Earrings P Free Gift Wrap from Blue Koi Designs - Always Authentic \$649.00 = Buy It Now Time Left: 2d 09h 13m

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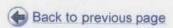
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Click Here for details about our custom Concierge Services!



About Blue Koi Designs

Koi fish have been referred to as 'jewels of the sea'. Being located near the beautiful Gulf Coast, we've blended our love of the water and beautiful gems into our company name and logo - Blue Koi Designs.

Blue Koi Designs, striving to provide the highest quality at the fairest prices, offers a wide selection of signed designer pieces, fine diamond & colored gemstone jewelry, along with an increasing variety of lovely accessories. We also buy and sell Estate items, gently used and always in beautiful condition.

We are a proud eBay PowerSeller committed to total customer satisfaction. To ensure your buying experience is 100% positive, we're a member of SquareTrade, eBay's largest community of trusted sellers.

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 might be the perfect gift. Available in various denominations.
- · Consignment We can find your cherished pieces a happy new home
- Special Occasion Gift Wrap We always provide free Blue Koi gift wrap but if you'd like it a bit

more personalized, just let us know & we'll try our best to accommodate your request. Christmas, Chanukah, Valentine's Day, Wedding/Anniversary always available.





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